

SPECIAL INSTRUCTIONS TO BIDDERS

- 1) **PREQUALIFICATION REQUIREMENTS:** All contractors submitting bids are required to be prequalified by the Fort Worth Water Department prior to submitting bids. This prequalification process will establish a bid limit based on a technical evaluation and financial analysis of the contractor. It is the bidder's responsibility to submit the following documentation: a current financial statement, an acceptable experience record, an acceptable equipment schedule and any other documents the Department may deem necessary, to the Director of the Water Department at least seven (7) calendar days prior to the date of the opening of bids.
 - a) The financial statement required shall have been prepared by an independent certified public accountant or an independent public accountant holding a valid permit issued by an appropriate State licensing agency and shall have been so prepared as to reflect the financial status to the submitting company. This statement must be current and not more than one (1) year old. In the case that a bidding date falls within the time a new statement is being prepared, the previous statement shall be updated by proper verification.
 - b) For an experience record to be considered to be acceptable for a given project, it must reflect the experience of the firm seeking qualification in work of both the same nature and technical level as that of the project for which bids are to be received.
 - c) The Director of the Water Department shall be the sole judge as to the acceptability for financial qualification to bid on any Fort Worth Water Department project.
 - d) Bids received in excess of the bid limit shall be considered non-responsive and will be rejected as such.
 - e) The City, in its sole discretion, may reject any bid for failure to demonstrate experience and/or expertise.
 - f) Any proposals submitted by a non-prequalified bidder shall be returned unopened, and if inadvertently opened, shall not be considered.
 - g) The City will attempt to notify prospective bidders whose qualifications (financial or experience) are not deemed to be appropriate to the nature and/or magnitude of the project on which bids are to be received. Failure to notify shall not be a waiver of any necessary prequalification.
- 2) **BID SECURITY:** A cashier's check, or an acceptable bidder's bond, payable to the City of Fort Worth, in an amount of not less than five (5%) percent of the largest possible total of the bid submitted must accompany the bid, and is subject to

forfeiture in the event the successful bidder fails to execute the Contract Documents within ten (10) days after the contract has been awarded. To be an acceptable surety on the bond, (1) the name of the surety shall be included on the current U.S. Treasury List, or (2) the surety must have capital and surplus equal to ten times the limit of the bond. The surety must be licensed to do business in the state of Texas. The amount of the bond shall not exceed the amount shown on the treasury list or one-tenth (1/10) the total capital and surplus.

3. **BONDS:** A performance bond, a payment bond, and a maintenance bond each for one hundred (100%) percent of the contract price will be required, Reference C 3-3.7.

4. **WAGE RATES:** Section C3-3.13 of the General Conditions is deleted and replaced with the following:

(a) The contractor shall comply with all requirements of Chapter 2258, Texas Government Code, including the payment of not less than the rates determined by the City Council of the City of Fort Worth to be the prevailing wage rates in accordance with Chapter 2258, Texas Government Code. Such prevailing wage rates are included in these contract documents.

(b) The contractor shall, for a period of three (3) years following the date of acceptance of the work, maintain records that show (i) the name and occupation of each worker employed by the contractor in the construction of the work provided for in this contract; and (ii) the actual per diem wages paid to each worker. These records shall be open at all reasonable hours for inspection by the City. The provisions of D-3 Right to Audit pertain to this inspection.

(c) The contractor shall include in its subcontracts and/or shall otherwise require all of its subcontractors to comply with paragraphs (a) and (b) above.

(d) With each partial payment estimate or payroll period, whichever is less, an affidavit stating that the contractor has complied with the requirements of Chapter 2258, Texas Government Code.

The contractor shall post the prevailing wage rates in a conspicuous place at the site of the project at all times.

5. **AMBIGUITY:** In the case of ambiguity or lack of clearness in stating prices in the Proposal, the City reserves the right to adopt the most advantageous construction thereof to the City or to reject the Proposal.
6. **BIDDER LICENSE:** Bidder must be a licensed Contractor in the State of Texas.
7. **NONRESIDENT BIDDERS:** Pursuant to Article 601g, Texas Revised Civil Statutes, the City of Fort Worth will not award this contract to a nonresident bidder

unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

"Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

This provision does not apply if this contract involves federal funds.

The appropriate blanks of the Proposal must be filled out by all nonresident bidders in order for the bid to meet specifications. The failure of a nonresident contractor to do so will automatically disqualify that bidder.

8. **PAYMENT:** If the bid amount is \$25,000.00 or less, the contract amount shall be paid within forty-five (45) calendar days after completion and acceptance by the City.
9. **AGE:** In accordance with the policy ("Policy") of the Executive Branch of the Federal Government, Contractor covenants that neither it nor any of its officers, members, agents employees, program participants or subcontractors, while engaged in performing this contract, shall, in connection with the employment, advancement or discharge of employees or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age except on the bases of a bona fide occupational qualification, retirement plan or statutory requirement.

Contractor further covenants that neither it nor its officers, members, agents, employees, subcontractors, program participants, or persons acting on their behalf, shall specify, in solicitations or advertisements for employees to work on this contract, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirements.

Contractor warrants it will fully comply with the policy and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractor against City arising out of Contractor's and/or its subcontractors' alleged failure to comply with the above referenced Policy concerning age discrimination in the performance of this agreement.

10. **DISABILITY:** In accordance with the provisions of the Americans With Disabilities Act of 1990 ("ADA"), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its

subcontractors. Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractors' alleged failure to comply with the above referenced laws concerning disability discrimination in the performance of this agreement.

11. **MINORITY AND WOMEN BUSINESS ENTERPRISES:** In accord with City of Fort Worth Ordinance No. 11923, as amended, the City of Fort Worth has goals for the participation of minority business enterprises and women business enterprises in City contracts. A copy of the Ordinance can be obtained from the Office of the City Secretary. The bidder shall submit the MBE/WBE UTILIZATION FORM, PRIME CONTRACTOR WAIVER FORM and/or the GOOD FAITH EFFORT FORM ("Documentation") as appropriate. The Documentation must be received by the managing department no later than 5:00 p.m., five (5) City business days after the bid opening date. The bidder shall obtain a receipt from the appropriate employee of the managing department to whom delivery was made. Such receipt shall be evidence that the documentation was received by the City. Failure to comply shall render the bid non-responsive.
12. Upon request, Contractor agrees to provide the Owner complete and accurate information regarding actual work performed by a Minority Business Enterprise (MBE) on the contract and payment thereof. Contractor further agrees to permit any audit and/or examination of any books, records or files in its possession that will substantiate the actual work performed by an MBE and/or WBE. The misrepresentation of facts (other than a negligent misrepresentation) and/or commission of fraud by the Contractor will be grounds for termination of the contract and/or initiating action under appropriate Federal, State or local laws or ordinances relating to false statements. Further, any such misrepresentation facts (other than a negligent misrepresentation) and/or commission of fraud will result in the Contractor being determined to be irresponsible and barred from participating in City work for a period of time of not less than three (3) years.